

Presentment Date: February 17, 2023 at 12:00 p.m. (Prevailing Eastern Time)
Objection Deadline: February 17, 2023 at 11:00 a.m. (Prevailing Eastern Time)

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Not Individually But Solely in His Capacity
as Chapter 11 Trustee*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
In re: : Chapter 11
: :
96 Wythe Acquisition, LLC, : Case No. 21-22108 (SHL)
: :
Debtor. :
: :
-----X

**NOTICE OF PRESENTMENT OF PROPOSED
TWELFTH INTERIM ORDER FOR USE OF CASH COLLATERAL**

PLEASE TAKE NOTICE THAT, on February 26, 2021, the above-captioned debtor (the “Debtor”) filed the *Application to Use Cash Collateral* [Docket No. 4] (the “Cash Collateral Motion”).

PLEASE TAKE FURTHER NOTICE THAT, on May 27, 2022, the Court entered the *Order Granting Motions to Appoint a Chapter 11 Trustee* [Docket No. 591], and on May 31, 2022, the Court entered the *Order Granting the Application for Appointment of Chapter 11 Trustee* [Docket No. 594] approving the appointment of Stephen S. Gray as the Chapter trustee for the Debtor (the “Trustee”).

PLEASE TAKE FURTHER NOTICE THAT, as of the date hereof, the Court has entered orders approving the Cash Collateral Motion on an interim basis [Docket Nos. 15, 21, 28, 52, 111, 141, 181, 225, 353, 449, and 685], including most recently on

September 19, 2022, the *Eleventh Interim Order for Use of Cash Collateral* [Docket No. 449] (the “Eleventh Interim Cash Collateral Order”).

PLEASE TAKE FURTHER NOTICE THAT, pursuant to the Eleventh Interim Cash Collateral Order, the Court authorized the Debtor’s use of Cash Collateral (as that term is defined in section 363(a) of the Bankruptcy Code) of the Lender (as defined below) on an interim basis pending a final hearing.

PLEASE TAKE FURTHER NOTICE THAT following discussions between the Trustee and his advisors and the Lender and its advisors, the Trustee and the Lender have reached agreement on a further interim order allowing for continued use of Cash Collateral pending a final hearing.

PLEASE TAKE FURTHER NOTICE THAT the proposed form of twelfth interim order approving the use of Cash Collateral is attached hereto as **Exhibit A** (the “Proposed Twelfth Interim Cash Collateral Order”) and a redline of the Proposed Twelfth Interim Order against the Eleventh Interim Cash Collateral Order is attached hereto as **Exhibit B**.¹

PLEASE TAKE FURTHER NOTICE THAT the only changes set forth in the Proposed Twelfth Interim Cash Collateral Order from the Tenth Interim Cash Collateral Order are:

- (1) addition of a termination event if the Trustee or the purchaser under the Sale terminates the purchase agreement and the Sale contemplated thereunder fails to close (*see* Proposed Twelfth Interim Order ¶ 1);
- (2) extension of the outside Termination Date for use of Cash Collateral until March 31, 2023 (*see id.*);
- (3) modification of the Permitted Budget Variance (*see id.* ¶ 2);

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Proposed Twelfth Interim Cash Collateral Order.

- (4) authorization to use Cash Collateral to pay certain additional administrative expenses as well to pay the Litigation Funding Amount for a chapter 11 plan (*see id.* ¶¶ 2 & 3(a));
- (5) modification of the Trustee's reporting obligations (*see id.* ¶ 3(d));
- (6) removal of the Milestones (*see id.* ¶ 3);
- (7) documentation of certain agreements reached with the Trustee and the Trustee Professionals regarding the deferral of certain fees and expenses of the Trustee and the Trustee Professionals (*see id.* ¶ 4); and
- (8) waiver of the estate's right to surcharge the Lender and the Lender's collateral (including Cash Collateral) pursuant to sections 506(c) and 105(a) and the "equities of the case" exception under section 552(b) of the Bankruptcy Code (*see id.* ¶¶ 9 & 10); and
- (9) updated Budget (*see id.* at Ex. 1).

PLEASE TAKE FURTHER NOTICE THAT, the Trustee will present for signature the annexed Proposed Twelfth Interim Cash Collateral Order to the Honorable Sean H. Lane, United States Bankruptcy Judge, in his Chambers, United States Bankruptcy Court for the Southern District of New York, 300 Quarropas Street, White Plains, New York 10601-4140, **on February 17, 2023 (the "Presentment Date") at 12:00 p.m. (prevailing Eastern Time).**

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Order must be made in writing and conform with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules, and be filed with the Clerk of the Bankruptcy Court at the address set forth above, with a copy delivered directly to Bankruptcy Judge Lane's Chambers, and served upon (i) the undersigned proposed attorneys for the Trustee and (ii) the Office of the United States Trustee, Attn: Greg M. Zipes, Trial Attorney (Greg.Zipes@usdoj.gov), so as **to be filed and actually received by all of them not later than 11:00 a.m. (prevailing Eastern Time) on February 17,**

2023. If no timely written objections are filed and received in accordance with the foregoing, the Order may be signed by the Court.

PLEASE TAKE FURTHER NOTICE that, you may also obtain copies of any pleadings by visiting the Court's website at <https://www.nysb.uscourts.gov> in accordance with the procedures and fees set forth therein.

DATED: February 7, 2023
New York, New York

STEPHEN S. GRAY
Not Individually But Solely in His
Capacity as Chapter 11 Trustee
By His Attorneys,
TOGUT, SEGAL & SEGAL LLP
By:

/s/ Frank A. Oswald
ALBERT TOGUT
FRANK A. OSWALD
NEIL BERGER
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One Penn Plaza, Suite 3335
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EXHIBIT A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re:

Chapter 11

96 WYTHE ACQUISITION LLC,

Case No. 21-22108 (SHL)

Debtor.

----- X

TWELFTH INTERIM ORDER FOR USE OF CASH COLLATERAL

Upon the motion (the “Cash Collateral Motion”) of 96 Wythe Acquisition LLC, the debtor herein (the “Debtor”) seeking the entry of an order pursuant to §§ 363(c)(2)(B) and 506(c) of title 11 of the United States Code (the “Bankruptcy Code”) and Rule 4001(b) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) (A) authorizing the Debtor to use cash collateral, as that term is defined in § 363(a) of the Bankruptcy Code (the “Cash Collateral”) on an interim basis in accordance with the Budget annexed to the Cash Collateral Motion as Exhibit A, pending a final hearing (B) granting adequate protection to Benefit Street Partners Realty Operating Partnership, L.P. (the “Lender”) and scheduling a Final Hearing (defined below) pursuant to Bankruptcy Rule 4001; and there being due and sufficient notice of the Cash Collateral Motion and each of the interim hearings held thereon between the filing of the Cash Collateral Motion and the date hereof; and upon this Court’s prior orders dated March 5, 2021 [ECF No. 15] (the “First Interim Order”), March 19, 2021 [ECF No. 21] (the “Second Interim Order”), April 21, 2021 [ECF No. 28] (the “Third Interim Order”), June 21, 2021 [ECF No. 52] (the “Fourth Interim Order”), September 13, 2021 [ECF No. 111] (the “Fifth Interim Order”), October 13, 2021 [ECF No. 141] (the “Sixth Interim Order”), November 10, 2021 [ECF No. 181] (the “Seventh Interim Order”), December 14, 2021 [ECF No. 225] (the “Eighth Interim Order”), January 26, 2022 [ECF No. 353]

(the “Ninth Interim Order”), March 8, 2022 [ECF No. 449] (the “Tenth Interim Order”), and September 19, 2022 [ECF No. 685] (the “Eleventh Interim Order”) authorizing the Debtor’s use of cash collateral pending the Final Hearing; and

The Court having considered the Cash Collateral Motion, the pleadings filed with the Court, including the objection to the Cash Collateral Motion filed by the Lender, the evidence submitted and arguments proffered or adduced at various interim hearings held between the Petition Date and the date hereof, first interim hearing (the “First Interim Hearing”) held before the Court on March 2, 2021, the second interim hearing (the “Second Interim Hearing”) held before the Court on March 15, 2021, the third interim hearing (the “Third Interim Hearing”) held before the Court on April 5, 2021, the fourth interim hearing (the “Fourth Interim Hearing”) held before the Court on June 2, 2021, the fifth interim hearing (the “Fifth Interim Hearing”) held before the Court on September 10, 2021, the sixth interim hearing (the “Sixth Interim Hearing”) held before the Court on October 6, 2021, the seventh interim hearing (the “Seventh Interim Hearing”) held before the Court on November 5, 2021, the eighth interim hearing (the “Eighth Interim Hearing”) held before the Court on December 13, 2021, the ninth interim hearing (the “Ninth Interim Hearing”) held before the Court on January 27, 2022, and the tenth interim hearing (the “Tenth Interim Hearing”) held before the Court on February 8, 2022,¹ and the eleventh interim hearing (the “Eleventh Interim Hearing”) held before the Court on September 12, 2022, and the Debtor and Trustee’s use of cash collateral having continued through the date hereof by consent of the parties; and it appearing that granting the interim relief requested as and to the extent provided in

¹ Subsequent to entry of the Tenth Interim Order, on May 27, 2022, this Court entered its *Order Granting Motions to Appoint a Chapter 11 Trustee* [Dkt. No. 591]. On May 31, 2022, the United States Trustee filed his *Notice of Appointment of Chapter 11 Trustee* [Dkt. No. 592] and filed an application for the appointment of a Chapter 11 trustee [Dkt. No. 593], subject to Court approval. The Court entered its *Order Granting the Application for Appointment of Chapter 11 Trustee* [Dkt. No. 594] approving the appointment of Stephen S. Gray as Chapter 11 Trustee for the Debtor (the “Trustee”) on May 31, 2022.

this twelfth interim order (the “Twelfth Interim Order”) and entering this Twelfth Interim Order is necessary to avoid immediate and irreparable harm to the Debtor, its creditors and its estate pending the final hearing to be scheduled by the Court in accordance with paragraph 13 of this Twelfth Interim Order (the “Final Hearing”) and otherwise is fair and reasonable and in the best interests of the Debtor, its estate and its creditors, and equity holders, and is essential for the continued operation of the Debtor’s business; and after due deliberation and consideration, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The request to use Cash Collateral is granted on a further interim basis solely in accordance with and subject to the terms and conditions of this Twelfth Interim Order and shall terminate on the earliest to occur of (the “Termination Date”): (i) March 31, 2023, unless such date is extended by the Lender or a further extension of authority is granted by the Court, (ii) the entry of an order of this Court terminating such authority; (iii) the dismissal of the chapter 11 case (the “Case”) or conversion to a case under chapter 7 of the Bankruptcy Code; (iv) if the Trustee or purchaser under the Sale (as defined below) terminates the purchase agreement and the Sale contemplated thereunder fails to close; and (v) the date that is five (5) days after the Lender provides a written notice of an Event of Default (the period during which the Trustee is authorized to use Cash Collateral pursuant to this Twelfth Interim Order being referred to as the “Interim Period”), except to the extent the Court has entered a further interim or final order authorizing the Trustee’s continued use of Cash Collateral beyond the Interim Period.

2. The Trustee may use the Cash Collateral during the Interim Period solely to pay the ordinary, necessary and reasonable expenses of operating the Williamsburg Hotel (the “Hotel”) that come due (and as they come due in the ordinary course of business) during the Interim Period solely in accordance with and subject to the budget attached hereto as **Exhibit 1** (as may be

amended or revised in accordance with the final sentence of this paragraph 2, the “Budget”), provided that payment of fees and expenses to the Trustee Professionals² shall be made in accordance with appropriate orders of the Court and subject to paragraph 4 hereof. The Trustee’s operation of the estate shall not result in actual Gross Departmental Profit being less than ninety-five percent (95%) of the Gross Departmental Profit projected on the Budget for any month during the term of this Twelfth Interim Order, without the prior written consent of the Lender (the “Permitted Budget Variance”). For the avoidance of doubt, each of the Trustee Professionals are entitled to bill and collect strictly in accordance with the line item allocated to such firm on the Professional Accrual Schedule (as defined below), from which any Trustee Professional may deviate solely upon the prior written approval of the Lender. The Budget and any revisions or modification thereto shall be in form and substance acceptable to the Lender in its sole discretion.³

3. Pursuant to sections 361, 363(c)(2) and 363(e) of the Bankruptcy Code, the Lender is entitled to adequate protection to the extent that the imposition of the automatic stay under section 362 of the Bankruptcy Code, or any use, sale, lease, depreciation, or disposition of its collateral during the Interim Period results in a diminution in the value of its interests (to the extent valid, perfected and enforceable) in the collateral (including from the use of Cash Collateral) from and after the Petition Date (a “Diminution”). The Lender shall receive the following as adequate protection of such interests:

- (a) ***Adequate Protection Liens.*** To the extent of any Diminution, the Lender is hereby granted additional and replacement valid, binding, enforceable, non-

² As used herein, “Trustee Professionals” means (a) Togut, Segal & Segal LLP (the “Togut Firm”), CohnReznick LLP (“CohnReznick”), Fragomen, Del Rey, Bernsen & Loewy LLP (“Fragomen”), Garfunkel Wild, P.C. (“Garfunkel”), Cowan Liebowitz & Latman PC (“Cowan”), Bernstein Redo & Savitsky P.C. (“Bernstein”), A&G Realty Partners, LLC (“A&G”) and Eastdil Secured, L.L.C. (“Eastdil”) and any other professionals retained by the Trustee pursuant to an order of the Court.

³ The Trustee and the Lender have agreed to negotiate in good faith regarding the estate’s liquidity needs during the term of this Twelfth Interim Order through the closing of the Sale (as defined below).

avoidable, and automatically perfected postpetition security interests in and liens on (the “Adequate Protection Liens”), without the necessity of the execution by the Trustee (or recordation or other filing) of security agreements, control agreements, pledge agreements, financing statements, mortgages, or other similar documents, on all property, whether now owned or hereafter acquired or existing and wherever located, of the Debtor and the Debtor’s “estate” (as created pursuant to section 541(a) of the Bankruptcy Code), of any kind or nature whatsoever, real or personal, tangible or intangible, and now existing or hereafter acquired or created, including, without limitation, all cash, accounts, inventory, goods, contract rights, instruments, documents, chattel paper, patents, trademarks, copyrights, and licenses therefor, accounts receivable, receivables and receivables records, general intangibles, payment intangibles, tax or other refunds, insurance proceeds, letters of credit, contracts, owned real estate, real property leaseholds, fixtures, deposit accounts, commercial tort claims, securities accounts, instruments, investment, property, letter-of-credit rights, supporting obligations, machinery and equipment, real property, leases (and proceeds from the disposition thereof), other equity or ownership interests, including equity interests in any subsidiaries and non-wholly owned subsidiaries, money, investment property, and causes of action (including avoidance actions and the proceeds thereof), and all products, proceeds and supporting obligations of the foregoing, whether in existence on the Petition Date or thereafter created, acquired, or arising and wherever located (collectively, the “Postpetition Collateral”). The Adequate Protection Liens shall be junior only to: (A) the Lender’s prepetition liens, and (B) other unavoidable liens, if any, existing as of the Petition Date that are senior in priority to the Lender’s prepetition liens; *provided*, however, that the Adequate Protection Liens shall be subject to (w) omitted, (x) the Debtor’s payment of fees incurred under 28 U.S.C. § 1930, and any other fees accrued, due and/or payable to the U.S. Trustee under applicable law through the closing of the Sale (as defined below), (y) statutory fees required to be paid to the Clerk of the Court, and (z) payment of fees to the Trustee and the Trustee Professionals pursuant to order of the Court (and subject to the agreements provided for below on the payment of fees to the Trustee and Trustee Professionals as provided for herein), accrued payroll, bonuses earned and payable under the *Order Authorizing the Implementation of a Non-Insider Employee Incentive Plan* [ECF No. 674], subject to a maximum amount of \$467,656.03 with respect to such bonuses, payroll taxes, and trust fund taxes, including, without limitation, sales, use, and hotel occupancy taxes (with respect to all such payroll and trust fund taxes, as and to the extent incurred by the Debtor and its estate after the May 31, 2022 appointment of the Trustee), and (z) the Litigation Funding Amount (as defined below) ((w) through (z), the “Carve-Out”). Notwithstanding the foregoing, if the Lender funds and agrees to the use of its cash collateral to pay obligations covered by the Carve-Out, the Lender shall be granted first priority, automatically perfected Adequate Protection

Liens in all Post-Petition Collateral, plus the proceeds of any claims or causes of action held by the estate, including but not limited to under Chapter 5 of the Bankruptcy Code, in the amount so funded.

- (b) ***Superpriority Claim.*** To the extent provided by sections 503(b) and 507(b) of the Bankruptcy Code, the Lender is hereby granted an allowed administrative expense claim in the Case ahead of and senior to any and all other administrative expense claims in the Case, with the exception of the Carve-Out, to the extent of any Diminution (the “Superpriority Claim”).
- (c) ***Inspection Rights.*** In addition to any and all rights the Lender has under its prepetition loan documents (the “Prepetition Loan Documents”), upon reasonable notice, the Trustee shall permit representatives, agents and employees of the Lender to (i) have reasonable access to and inspect the Debtor’s assets (which access shall not unreasonably interfere with the Trustee’s operations at the Hotel), including without limitation the Hotel, the ballroom, the rooftop, the water tower, all kitchens and common areas and a reasonable number of unoccupied hotel rooms on the day of inspection and (ii) examine the Debtor’s books and records. The Trustee shall also maintain records regarding the sources and uses of all cash proceeds generated by the Debtor’s business (including without limitation the payment of all expenses pursuant to the Budget) and, upon request, in a timely fashion provide the Lender with access to, and copies of, all such records.
- (d) ***Reporting Rights.*** In addition to any and all rights the Lender has under the Prepetition Loan Documents, the Trustee shall, in addition to filing required operating reports, reasonably promptly after the time periods below deliver to the Lender the following:
 - (i) monthly income statements due twenty (20) business days following the end of the reporting month; and
 - (ii) monthly STR Reports due twenty (20) business days following Trustee’s receipt of the report.

The Lender reserves the rights to seek all other information available and reporting required or allowable under the loan documents and applicable law.

- (e) ***Insurance.*** The Trustee shall maintain all necessary insurance as required under the Prepetition Loan Documents, naming the Lender as a notice party and additional insured, and shall promptly provide the Lender with proofs of such insurance for the Hotel (including the Lender’s collateral) and copies of all documents related to any insurance premium financing arrangement the Debtor may have.

- (f) ***Excess Cash Account.*** The Trustee shall deposit all cash it collects from the date of his appointment and pay expenditures from the Trustee's bank account established with Metropolitan Commercial Bank as depository (the "Trustee Bank Account") and shall maintain such cash in the Trustee Bank Account until further order of the Court. For the avoidance of doubt, the Lender's security interests in and liens on the Cash Collateral shall extend to the cash in the Trustee Bank Account, and such liens shall be automatically perfected without the need to execute any security or control agreements.

4. Certain Matters Regarding the Trustee and the Trustee Professionals

- (a) In connection with the Budget, the Trustee and the Trustee Professionals have agreed with the Lender to the deferral of payment of an aggregate amount of \$1,900,109 of their fees and expenses otherwise payable under the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses*, entered on October 18, 2022 [ECF No. 744] (the "Interim Compensation Order") and any other orders of the Court, along with any fees or expenses that are incurred or accrued in excess of any line item of the Professional Accrual Schedule (defined in Paragraph 4(c) below) and not approved in advance by Lender in writing, which shall be payable after the closing of the Sale from recoveries of estate assets not sold under the Sale Order (as defined below) (the "Deferred Fees"). This amount may be adjusted upon receipt by the estate of Excess Cash as set forth in Section 4(e) hereof.
- (b) The Trustee and Trustee Professionals shall be entitled to receive payment on account of their allowed administrative claims pursuant to appropriate order of the Court in amounts not greater than \$4,660,650 from proceeds of the sale closed under the Sale Order (the "Sale").
- (c) The Trustee and Trustee Professionals have agreed to incur and accrue fees and expenses for services provided to the estate pursuant to the professional fee accrual schedule attached hereto as **Exhibit 2** (the "Professional Accrual Schedule"). The Trustee and Trustee Professionals shall not incur or accrue fees or expenses in excess of any line item on the Professional Accrual Schedule for any applicable month except as otherwise approved in advance by Lender in writing. The Trustee and Trustee Professionals shall inform the Lender of any anticipated overage of accrual of fees or expenses in excess of any projected monthly accrual on the Professional Accrual Schedule promptly after such excess becomes reasonably foreseeable but before they are incurred.
- (d) In accordance with paragraph 27 of the *Order (A) Approving the Sale Free and Clear of All Liens, Claims, Interests, and Encumbrances; (B) Authorizing the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (C) Granting Related Relief*, entered on January 26,

2023 [ECF No. 881] (the “Sale Order”), upon the Closing of the Sale (each as defined in the Sale Order), the Trustee is authorized to distribute all proceeds of the Sale to the Lender other than as necessary to pay accrued and outstanding amounts under the Budget and Professional Accrual Schedule or as otherwise agreed by the Lender, including any fees and expenses of the Trustee and Trustee Professionals payable under the Interim Compensation Order or any other orders of the Court other than the Deferred Fees.

- (e) The amount of the Deferred Fees contemplates a deferral of 20% of fees and expenses incurred and accrued by professionals of the Trustee (other than A&G and Eastdil) (the “Designated Professionals”) prior to the Closing of the Sale in the aggregate amount of \$672,304.20. To the extent that the performance of the Hotel would permit Lender to actually receive proceeds at the closing of the Sale in excess of \$88,704,697, as projected by the Trustee and agreed to by Lender (such excess amounts referred to herein as the “Excess Cash”), then such Excess Cash may be escrowed at the closing of the Sale for payment to the Designated Professionals in a maximum amount of \$168,076.05 on account of their Deferred Fees and payable upon further order of the Court, such that the Deferred Fees incurred by the Designated Professionals shall be reduced to \$504,228.15, with any Excess Cash over such maximum amount being paid to Lender to reduce, as applicable, its secured claim or Senior Secured Amount as defined and allowed under the *Order Approving Settlement Agreement with Benefit Street Partners [Realty] Operating Partnership, L.P.* [Docket No. 753], or as otherwise provided by a confirmed Chapter 11 plan.
- (f) Notwithstanding anything to the contrary ordered by the Court or agreed to by Lender, the funding to be carved out of the Lender’s cash collateral solely to fund pursuit of estate causes of action under a confirmed Chapter 11 plan or such litigation efforts of a Chapter 7 trustee shall be \$150,000 (the “Litigation Funding Amount”), which shall be part of the Carve-Out hereinabove.

5. The following events shall each constitute an event of default hereunder (each, an “Event of Default”): (i) the Trustee’s failure to comply with any of the terms of this Twelfth Interim Order (including, without limitation, compliance with the Budget or meeting of a Milestone); (ii) the obtaining of credit or incurring of indebtedness outside of the ordinary course of business that is either secured by a security interest or lien that is equal or senior to any security interest or lien of the Lender or entitled to priority administrative status that is equal or senior to that granted to the Lender; and (iii) entry of an order by the Court granting relief from or modifying

the automatic stay under section 362 of the Bankruptcy Code to allow a creditor to execute upon or enforce a lien or security interest in any collateral that would have a material adverse effect on the business, operations, property or assets of the Debtor.

6. The automatic stay is hereby modified solely to the extent necessary to permit the Trustee to take all actions necessary to implement this Twelfth Interim Order.

7. Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Lender hereunder is insufficient to compensate for any Diminution. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by the Lender that the adequate protection granted herein does in fact adequately protect the Lender against any Diminution.

8. This Twelfth Interim Order is without prejudice to the rights of the Lender to seek a modification of this Twelfth Interim Order, including a request for additional adequate protection or the termination of the Trustee's right to use Cash Collateral, after notice and a hearing, including a hearing noticed on an emergency basis, or the Trustee's right to oppose such relief. The Lender has expressly reserved, and this Twelfth Interim Order is without prejudice to, any and all rights and remedies of the Lender, including as to the appropriateness of any adequate protection that may be proposed in connection with any authorization to use Cash Collateral after the Interim Period. The Trustee expressly reserves the right to seek the use of Cash Collateral beyond the Interim Period, and the Lender reserves the right to oppose such relief.

9. Except to the extent of the Carve-Out, no costs or expenses of administration of the Chapter 11 Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the Lender's collateral (including Cash Collateral) or the Lender pursuant to sections 506(c)

or 105(a), or any similar principle of law or equity, without the prior written consent of the Lender, and no such consent shall be implied from any other action, inaction, or acquiescence by the Lender.

10. The Lender shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the Trustee shall not invoke the “equities of the case” exception under section 552(b) of the Bankruptcy Code with respect to the proceeds, products, offspring or profits of any of the Lender’s prepetition collateral (including Cash Collateral).

11. Notwithstanding applicability of any Bankruptcy Rules, the terms and conditions of this Twelfth Interim Order shall be immediately effective and enforceable upon its entry.

12. The Court has and will retain jurisdiction to enforce this Twelfth Interim Order in accordance with its terms and to adjudicate any and all matters arising from or related to the interpretation or implementation of this Twelfth Interim Order.

13. Counsel for the Trustee may contact the Court to schedule the Final Hearing with respect to the entry of a final order approving the use of Cash Collateral on a final basis (the “Final Order”). The Trustee shall file the proposed form of Final Order on the docket of the Chapter 11 Case in advance of the Final Hearing.

14. Any party who wishes to attend the Final Hearing, which will be a Zoom.gov hearing, is required to make arrangements through <http://www.nysb.uscourts.gov/ecourt-appearances>.

Dated: _____, 2023
White Plains, New York

HONORABLE SEAN H. LANE
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Budget

96 Wythe Acquisition LLC

Projected Income Statement

(\$) Month Ending: Year:	I Jan 31 2023	2 Feb 28 2023	3 Mar 31 2023	Total Mar 31 2023
Room Sold	2,708	2,826	3,190	8,724
Room Occupied	2,728	2,846	3,210	8,784
Rooms Available	4,557	4,116	4,557	13,230
Occupancy %(Sold)	59.4%	68.7%	70.0%	65.9%
Occupancy %(Total)	59.9%	69.1%	70.4%	66.4%
ADR	\$ 192.52	\$ 221.52	\$ 243.96	\$ 220.72
RevPAR	\$ 114.40	\$ 152.10	\$ 170.77	\$ 145.54
REVENUE				
Total Room Revenue	521,299	626,024	778,197	1,925,519
Total Food & Beverage Revenue	401,056	469,519	520,300	1,390,876
Total Other Revenues	5,021	5,239	5,909	16,169
Total Gross Revenue	\$ 927,376	\$ 1,100,782	\$ 1,304,406	\$ 3,332,564
EXPENSES				
Total Rooms Division Expenses	323,032	308,256	355,001	986,290
Total F&B Division Expenses	633,283	446,532	509,166	1,588,981
Total Departmental Expenses	\$ 956,315	\$ 754,788	\$ 864,168	\$ 2,575,271
Gross Departmental Profit	\$ (28,939)	\$ 345,994	\$ 440,238	\$ 757,293
<i>Gross Departmental Profit Margin</i>	<i>-3%</i>	<i>31%</i>	<i>34%</i>	<i>22.7%</i>
UNDISTRIBUTED OPERATING EXPENSES				
Total Administrative & General Division Expenses	204,043	196,259	224,174	624,476
Total IT Division Expenses	21,178	21,326	21,419	63,923
Total Sales & Marketing Expenses	90,263	86,099	95,243	271,605
Total Property Operations & Maintenance Expenses	72,222	71,861	80,739	224,822
Utilities	59,673	58,452	54,490	172,616
Total Undistributed Operating Expenses	\$ 447,380	\$ 433,997	\$ 476,066	\$ 1,357,442
Total Operating Expenses	\$ 1,403,695	\$ 1,188,785	\$ 1,340,234	\$ 3,932,713
Gross Operating Profit	\$ (476,318)	\$ (88,003)	\$ (35,828)	\$ (600,150)
<i>Gross Operating Profit Margin</i>	<i>-51%</i>	<i>-8%</i>	<i>-3%</i>	<i>-18.0%</i>
Property & Liability Insurance	97,660	83,212	83,212	264,084
Property Taxes	115,000	115,000	115,000	345,000
EBITDA	(688,979)	(286,215)	(234,040)	(1,209,234)
<i>EBITDA Margin</i>	<i>-74%</i>	<i>-26%</i>	<i>-18%</i>	<i>-36.3%</i>
Replacement Reserve @ Funded Level - 4%	37,095	44,031	52,176	133,303
EBITDA less Replacement Reserve	(726,074)	(330,247)	(286,216)	(1,342,536)
<i>EBITDA less Replacement Reserve Margin</i>	<i>-78.3%</i>	<i>-30.0%</i>	<i>-21.9%</i>	<i>-40.3%</i>
Benefit Street Partners Realty Operating Partnership, L.P. ²	348,411	932,312	938,168	2,218,891
Income (Loss) Before Restructuring-Related Expenses	(1,074,485)	(1,262,558)	(1,224,384)	(3,561,427)
Restructuring-Related Expenses				
U.S. Trustee	14,831	10,548	13,902	39,281
Chapter 11 Trustee	27,807	26,420	26,066	80,293
Chapter 11 Trustee Professionals Fees	337,000	285,000	280,000	902,000
Ch. 11 Trustee Distribution Agent	7,500	7,500	7,500	22,500
Other Restructuring Related Expenses	10,000	-	-	10,000
Employee Performance Incentive Plan ("EPIP")	500,000	-	-	500,000
Deferred Maintenance and Capex Expenses	75,789	-	-	75,789
Total Restructuring-Related Expenses	1,058,857	350,718	348,718	1,758,293
Total Net Income	\$ (2,133,341)	\$ (1,613,277)	\$ (1,573,101)	\$ (5,319,720)

96 Wythe Acquisition LLC

Proposed January 2023 Projections to the Cash Collateral Budget

(\$) Month Ending: Year:		I Jan 31 2023
Beginning Cash Balance (Book)		1,203,779
<u>CASH RECEIPTS</u>		
Total Room Receipt		406,129
Total Food & Beverage Receipt		401,056
Total Other Receipts		5,021
Net Cash Receipts		\$ 812,206
<u>OPERATING DISBURSEMENTS</u>		
Inventory Purchases		90,057
All Departments Salary & Wages		610,214
All Departments Payroll Taxes/Benefits		151,741
Prepaid Expenses		21,252
Other Operating Expenses		618,337
Property & Liability Insurance		128,078
Post-Petition Property Taxes		-
Utilities		59,673
Total Operating Disbursements		\$ 1,679,351
Net Cash Flow - Before Non-Operating Activities		\$ (867,145)
<i>Cumulative Net Cash Flow</i>		<i>(867,145)</i>
<u>NON-OPERATING DISBURSEMENTS</u>		
<u>Investing Disbursements</u>		
Capital Expenditures		10,000
Total Investing Disbursements		10,000
<u>Restructuring-Related Disbursements</u>		
Ch. 11 Trustee Fees		-
Ch. 11 Trustee Professionals Fees		-
Togut, Segal, & Segal LLP Fees		-
CohnReznick LLP Fees		-
Other Ch. 11 Professionals Fees		-
Fragomen, Del Rey, Bernsen & Loewy LLP – Immigration Counsel Fees		-
Garfunkel Wild, P.C. – Employment/RE Counsel Fees		-
Cowan Liebowitz & Latman PC Fees		-
Bernstein Redo & Savitsky P.C. Fees		-
Miller Advertising Agency, Inc. Fees		-
Ch. 11 Trustee Distribution Agent Fees		7,500
US Trustee Fees		71,183
Examiner and Professionals Fees		-
Other Restructuring Related Disbursements		10,000
Employee Performance Incentive Plan (“EPIP”)		-
Deferred Maintenance and Capex		75,789
Total Restructuring-Related Disbursements		164,472
Total Non-Operating Disbursements		\$ 174,472
Net Cash Flow - After Restructuring Disbursements		(1,041,617)
<i>Minimum Cash Balance</i>		<i>150,000</i>
<u>Book Cash Foll-forward:</u>		
Beginning Cash Balance (Book)		1,203,779
Net Cash Flow Change Increase / (Decrease)		(1,041,617)
Voluntary Contribution- Quadrum Draw		-
Voluntary Contribution- Quadrum Payment		-
Ending Cash Balance (Book)		162,162

96 Wythe Acquisition LLC

Proposed February - March 2023 Projections to the Cash Collateral Budget

(\$) Month Ending: Year:	I Feb 28 2023	2 Mar 31 2023	Total Mar 31 2023
Beginning Cash Balance (Book)	162,162	150,000	162,162
¹ Accrued and Unpaid Operating Expenses	-	-	-
Net Beginning Cash Available (Book)	162,162	150,000	162,162
<u>CASH RECEIPTS</u>			
Total Room Receipt	831,603	1,211,512	2,043,115
Total Food & Beverage Receipt	469,519	520,300	989,819
Total Other Receipts	5,239	5,909	11,148
Net Cash Receipts	\$ 1,306,362	\$ 1,737,721	\$ 3,044,082
<u>OPERATING DISBURSEMENTS</u>			
Inventory Purchases	106,603	135,726	242,329
All Departments Salary & Wages	568,359	650,157	1,218,516
All Departments Payroll Taxes/Benefits	131,157	129,559	260,716
Prepaid Expenses	21,372	21,676	43,049
Other Operating Expenses	304,272	332,473	636,745
Property & Liability Insurance	53,629	79,612	133,241
Post-Petition Property Taxes	-	-	-
Utilities	58,452	54,490	112,942
Total Operating Disbursements	\$ 1,243,845	\$ 1,403,693	\$ 2,647,538
Net Cash Flow - Before Non-Operating Activities	\$ 62,517	\$ 334,028	\$ 396,545
<i>Cumulative Net Cash Flow</i>	<i>62,517</i>	<i>396,545</i>	<i>396,545</i>
<u>NON-OPERATING DISBURSEMENTS</u>			
<u>Investing Disbursements</u>			
Capital Expenditures	10,000	10,000	20,000
Total Investing Disbursements	10,000	10,000	20,000
<u>Restructuring-Related Disbursements</u>			
Ch. 11 Trustee Fees	-	-	-
Ch. 11 Trustee Professionals Fees	-	-	-
Togut, Segal, & Segal LLP Fees	-	-	-
CohnReznick LLP Fees	-	-	-
Other Ch. 11 Professionals Fees	-	-	-
Fragomen, Del Rey, Bernsen & Loewy LLP – Immigration Counsel Fees	-	-	-
Garfunkel Wild, P.C. – Employment/RE Counsel Fees	-	-	-
Cowan Liebowitz & Latman PC Fees	-	-	-
Bernstein Redo & Savitsky P.C. Fees	-	-	-
Miller Advertising Agency, Inc. Fees	-	-	-
Ch. 11 Trustee Distribution Agent Fees	7,500	7,500	15,000
US Trustee Fees	-	-	-
Examiner and Professionals Fees	-	-	-
Other Restructuring Related Disbursements	-	-	-
Employee Performance Incentive Plan (“EPIP”)	500,000	-	500,000
Deferred Maintenance and Capex	-	-	-
Total Restructuring-Related Disbursements	507,500	7,500	515,000
Total Non-Operating Disbursements	\$ 517,500	\$ 17,500	\$ 535,000
Net Cash Flow - After Restructuring Disbursements	(454,983)	316,528	(138,455)
Minimum Cash Balance	150,000	150,000	150,000
<u>Book Cash Foll-forward:</u>			
Beginning Cash Balance (Book)	162,162	150,000	162,162
Net Cash Flow Change Increase / (Decrease)	(454,983)	316,528	(138,455)
Voluntary Contribution- Quadrum Draw	(442,821)	-	(442,821)
Voluntary Contribution- Quadrum Payment	-	316,528	316,528
Ending Cash Balance (Book)	150,000	150,000	150,000
¹ Accrued and Unpaid Operating Expenses	-	-	-
Net Ending Cash Available (Book)	150,000	150,000	150,000

Notes:

1. Accrued and Unpaid Operating Expenses excludes the Real Estate Taxes, which are currently projected to be paid at the Effective Date out of transaction proceeds.

Exhibit 2

Professional Accrual Schedule

96 Wythe Acquisition LLC

Ch. 11 Trustee Professional Variance Summary

(\$) Month Ending Year:	Original Close							Projected Close			TOTAL Mar 31 2023
	-6 Jun 30 2022	-5 Jul 31 2022	-4 Aug 31 2022	-3 Sep 30 2022	-2 Oct 31 2022	-1 Nov 30 2022	0 Dec 31 2022	1 Jan 31 2023	2 Feb 28 2023	3 Mar 31 2023	
Fee Accruals Projected per Filed Cash Collateral Budget											
Togut, Segal & Segal LLP	\$ 325,000	\$ 410,000	\$ 375,000	\$ 375,000	\$ 350,000	\$ 350,000	\$ 300,000	\$ -	\$ -	\$ -	\$ 2,485,000
CohnReznick LLP	347,200	266,950	159,800	129,950	150,000	172,000	187,450	-	-	-	1,413,350
Total Fee Accruals Projected	\$ 672,200	\$ 676,950	\$ 534,800	\$ 504,950	\$ 500,000	\$ 522,000	\$ 487,450	\$ -	\$ -	\$ -	\$ 3,898,350
Actual Fee Accruals (Through December 2022)											
Togut, Segal & Segal LLP	\$ 328,559	\$ 390,194	\$ 429,406	\$ 383,379	\$ 455,556	\$ 350,000	\$ 285,000	\$ 185,000	\$ 175,000	\$ 175,000	\$ 3,157,094
CohnReznick LLP	308,019	234,760	285,458	150,574	234,075	165,466	168,000	152,000	110,000	105,000	1,913,353
Total Actual Fee Accruals	\$ 636,578	\$ 624,954	\$ 714,865	\$ 533,953	\$ 689,632	\$ 515,466	\$ 453,000	\$ 337,000	\$ 285,000	\$ 280,000	\$ 5,070,447
Variance by Month											
Togut, Segal & Segal LLP	\$ (3,559)	\$ 19,806	\$ (54,406)	\$ (8,379)	\$ (105,556)	\$ -	\$ 15,000	N/A	N/A	N/A	\$ (137,094)
CohnReznick LLP	39,181	32,190	(125,658)	(20,624)	(84,075)	6,534	19,450	N/A	N/A	N/A	(133,003)
Total Variance by Month	\$ 35,622	\$ 51,996	\$ (180,065)	\$ (29,003)	\$ (189,632)	\$ 6,534	\$ 34,450	\$ -	\$ -	\$ -	\$ (270,097)
Fee Payments Projected per Filed Cash Collateral Budget											
Togut, Segal & Segal LLP	\$ -	\$ -	\$ 260,000	\$ 328,000	\$ 300,000	\$ 300,000	\$ 280,000	\$ -	\$ -	\$ -	\$ 1,468,000
CohnReznick LLP	-	-	277,800	213,600	127,880	104,000	120,040	-	-	-	843,320
Total Fee Payments Projected	\$ -	\$ -	\$ 537,800	\$ 541,600	\$ 427,880	\$ 404,000	\$ 400,040	\$ -	\$ -	\$ -	\$ 2,311,320
Actual Fee Payments (Through December 2022)											
Togut, Segal & Segal LLP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 576,061	\$ 651,426	\$ -	\$ -	\$ -	\$ 1,227,487
CohnReznick LLP	-	-	-	-	-	436,276	349,560	-	-	-	785,836
Total Actual Fee Payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,012,337	\$ 1,000,986	\$ -	\$ -	\$ -	\$ 2,013,323
Variance by Month											
Togut, Segal & Segal LLP	\$ -	\$ -	\$ 260,000	\$ 328,000	\$ 300,000	\$ (276,061)	\$ (371,426)	\$ -	\$ -	\$ -	\$ 240,513
CohnReznick LLP	-	-	277,800	213,600	127,880	(332,276)	(229,520)	-	-	-	57,484
Total Variance by Month	\$ -	\$ -	\$ 537,800	\$ 541,600	\$ 427,880	\$ (608,337)	\$ (600,946)	\$ -	\$ -	\$ -	\$ 297,997
Actual Rolling Accrued and Unpaid Fees											
Togut, Segal & Segal LLP	\$ 328,559	\$ 718,753	\$ 1,148,159	\$ 1,531,538	\$ 1,987,094	\$ 1,761,033	\$ 1,394,607	\$ 1,579,607	\$ 1,754,607	\$ 1,929,607	\$ 1,929,607
CohnReznick LLP	308,019	542,779	828,237	978,811	1,212,887	942,077	760,517	912,517	1,022,517	1,127,517	1,127,517
Total Variance by Month	\$ 636,578	\$ 1,261,532	\$ 1,976,397	\$ 2,510,350	\$ 3,199,981	\$ 2,703,110	\$ 2,155,124	\$ 2,492,124	\$ 2,777,124	\$ 3,057,124	\$ 3,057,124

96 Wyrhe Acquisition LLC

Ch. 11 Trustee Other Counsel Variance Summary

(\$) Month Ending: Year:	Original Close								Projected Close			TOTAL Mar 31 2023
	-6 Jun 30 2022	-5 Jul 31 2022	-4 Aug 31 2022	-3 Sep 30 2022	-2 Oct 31 2022	-1 Nov 30 2022	0 Dec 31 2022	1 Jan 31 2023	2 Feb 28 2023	3 Mar 31 2023		
Fee Accruals Projected per Filed Cash Collateral Budget												
Fragomen, Del Rey, Bernsen & Loewy LLP – Immigration Counsel	\$ -	\$ -	\$ -	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ -	\$ -	\$ -	\$ 5,000	
Garfunkel Wild, P.C. – Employment/RE Counsel	-	-	-	20,000	20,000	20,000	20,000	-	-	-	80,000	
Cowan Liebowitz & Latman PC	-	-	-	37,500	37,500	37,500	37,500	-	-	-	150,000	
Bernstein Redo & Savitsky P.C.	-	-	-	-	-	-	-	-	-	-	-	
Miller Advertising Agency, Inc.	-	-	-	-	-	-	-	-	-	-	-	
Total Fee Accruals Projected	\$ -	\$ -	\$ -	\$ 58,750	\$ 58,750	\$ 58,750	\$ 58,750	\$ -	\$ -	\$ -	\$ 235,000	
Actual Fee Accruals (Through December 2022)												
Fragomen, Del Rey, Bernsen & Loewy LLP – Immigration Counsel	\$ -	\$ -	\$ -	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 8,750	
Garfunkel Wild, P.C. – Employment/RE Counsel	-	-	-	10,939	30,682	12,010	33,369	47,180	20,000	20,000	174,180	
Cowan Liebowitz & Latman PC	-	-	-	-	-	40,110	40,574	37,500	-	-	118,184	
Bernstein Redo & Savitsky P.C.	-	-	-	-	-	3,284	-	-	-	-	3,284	
Miller Advertising Agency, Inc.	-	-	-	-	5,670	-	-	-	-	-	5,670	
Total Actual Fee Accruals	\$ -	\$ -	\$ -	\$ 12,189	\$ 37,602	\$ 56,654	\$ 75,193	\$ 85,930	\$ 21,250	\$ 21,250	\$ 310,067	
Variance by Month												
Fragomen, Del Rey, Bernsen & Loewy LLP – Immigration Counsel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	- N/A	N/A	N/A	N/A	\$ -	
Garfunkel Wild, P.C. – Employment/RE Counsel	-	-	-	9,061	(10,682)	7,990	(13,369)	N/A	N/A	N/A	(7,000)	
Cowan Liebowitz & Latman PC	-	-	-	37,500	37,500	(2,610)	(3,074)	N/A	N/A	N/A	69,316	
Bernstein Redo & Savitsky P.C.	-	-	-	-	-	(3,284)	-	N/A	N/A	N/A	(3,284)	
Miller Advertising Agency, Inc.	-	-	-	-	(5,670)	-	-	N/A	N/A	N/A	(5,670)	
Total Variance by Month	\$ -	\$ -	\$ -	\$ 46,561	\$ 21,148	\$ 2,096	\$ (16,443)	\$ -	\$ -	\$ -	\$ 53,363	
Fee Payments Projected per Filed Cash Collateral Budget												
Fragomen, Del Rey, Bernsen & Loewy LLP – Immigration Counsel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Garfunkel Wild, P.C. – Employment/RE Counsel	-	-	-	-	-	-	-	-	-	-	-	
Cowan Liebowitz & Latman PC	-	-	-	-	-	-	-	-	-	-	-	
Bernstein Redo & Savitsky P.C.	-	-	-	-	-	-	-	-	-	-	-	
Miller Advertising Agency, Inc.	-	-	-	-	-	-	-	-	-	-	-	
Total Fee Payments Projected	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Actual Fee Payments (Through December 2022)												
Fragomen, Del Rey, Bernsen & Loewy LLP – Immigration Counsel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Garfunkel Wild, P.C. – Employment/RE Counsel	-	-	-	-	-	-	-	-	-	-	-	
Cowan Liebowitz & Latman PC	-	-	-	-	-	-	-	-	-	-	-	
Bernstein Redo & Savitsky P.C.	-	-	-	-	-	-	-	-	-	-	-	
Miller Advertising Agency, Inc.	-	-	-	-	5,670	-	-	-	-	-	5,670	
Total Actual Fee Payments	\$ -	\$ -	\$ -	\$ -	\$ 5,670	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,670	
Variance by Month												
Fragomen, Del Rey, Bernsen & Loewy LLP – Immigration Counsel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Garfunkel Wild, P.C. – Employment/RE Counsel	-	-	-	-	-	-	-	-	-	-	-	
Cowan Liebowitz & Latman PC	-	-	-	-	-	-	-	-	-	-	-	
Bernstein Redo & Savitsky P.C.	-	-	-	-	-	-	-	-	-	-	-	
Miller Advertising Agency, Inc.	-	-	-	-	(5,670)	-	-	-	-	-	(5,670)	
Total Variance by Month	\$ -	\$ -	\$ -	\$ -	\$ (5,670)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (5,670)	
Actual Rolling Accrued and Unpaid Fees												
Fragomen, Del Rey, Bernsen & Loewy LLP – Immigration Counsel	\$ -	\$ -	\$ -	\$ 1,250	\$ 2,500	\$ 3,750	\$ 5,000	\$ 6,250	\$ 7,500	\$ 8,750	\$ 8,750	
Garfunkel Wild, P.C. – Employment/RE Counsel	-	-	-	10,939	41,621	53,631	87,000	134,180	154,180	174,180	174,180	
Cowan Liebowitz & Latman PC	-	-	-	-	-	40,110	80,684	118,184	118,184	118,184	118,184	
Bernstein Redo & Savitsky P.C.	-	-	-	-	-	3,284	3,284	3,284	3,284	3,284	3,284	
Miller Advertising Agency, Inc.	-	-	-	-	-	-	-	-	-	-	-	
Total Variance by Month	\$ -	\$ -	\$ -	\$ 12,189	\$ 44,121	\$ 100,774	\$ 175,967	\$ 261,897	\$ 283,147	\$ 304,397	\$ 304,397	

EXHIBIT B

Redline Interim Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re:

Chapter 11

96 WYTHE ACQUISITION LLC,

Case No. 21-22108 (SHL)

Debtor.

----- X

**ELEVENTHTWELFTH INTERIM ORDER FOR USE OF CASH
COLLATERAL**

Upon the motion (the “Cash Collateral Motion”) of 96 Wythe Acquisition LLC, the debtor herein (the “Debtor”) seeking the entry of an order pursuant to §§ 363(c)(2)(B) and 506(c) of title 11 of the United States Code (the “Bankruptcy Code”) and Rule 4001(b) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) (A) authorizing the Debtor to use cash collateral, as that term is defined in § 363(a) of the Bankruptcy Code (the “Cash Collateral”) on an interim basis in accordance with the Budget annexed to the Cash Collateral Motion as Exhibit A, pending a final hearing (B) granting adequate protection to Benefit Street Partners Realty Operating Partnership, L.P. (the “Lender”) and scheduling a Final Hearing (defined below) pursuant to Bankruptcy Rule 4001; and there being due and sufficient notice of the Cash Collateral Motion and each of the interim hearings held thereon between the filing of the Cash Collateral Motion and the date hereof; and upon this Court’s prior orders dated March 5, 2021 [ECF No. 15] (the “First Interim Order”), March 19, 2021 [ECF No. 21] (the “Second Interim Order”), April 21, 2021 [ECF No. 28] (the “Third Interim Order”), June 21, 2021 [ECF No. 52] (the “Fourth Interim Order”), September 13, 2021 [ECF No. 111] (the “Fifth Interim Order”), October 13, 2021 [ECF No. 141] (the “Sixth Interim Order”), November 10, 2021 [ECF No. 181] (the “Seventh Interim Order”), December 14, 2021 [ECF No. 225] (the “Eighth Interim Order”), January 26, 2022 [ECF No. 353]

(the “Ninth Interim Order”), ~~and~~ March 8, 2022 [ECF No. 449] (the “Tenth Interim Order”), and September 19, 2022 [ECF No. 685] (the “Eleventh Interim Order”) authorizing the Debtor’s use of cash collateral pending the Final Hearing; and

The Court having considered the Cash Collateral Motion, the pleadings filed with the Court, including the objection to the Cash Collateral Motion filed by the Lender, the evidence submitted and arguments proffered or adduced at various interim hearings held between the Petition Date and the date hereof, first interim hearing (the “First Interim Hearing”) held before the Court on March 2, 2021, the second interim hearing (the “Second Interim Hearing”) held before the Court on March 15, 2021, the third interim hearing (the “Third Interim Hearing”) held before the Court on April 5, 2021, the fourth interim hearing (the “Fourth Interim Hearing”) held before the Court on June 2, 2021, the fifth interim hearing (the “Fifth Interim Hearing”) held before the Court on September 10, 2021, the sixth interim hearing (the “Sixth Interim Hearing”) held before the Court on October 6, 2021, the seventh interim hearing (the “Seventh Interim Hearing”) held before the Court on November 5, 2021, the eighth interim hearing (the “Eighth Interim Hearing”) held before the Court on December 13, 2021, the ninth interim hearing (the “Ninth Interim Hearing”) held before the Court on January 27, 2022, and the tenth interim hearing (the “Tenth Interim Hearing”) held before the Court on February 8, 2022,¹ and the eleventh interim hearing (the “Eleventh Interim Hearing”) held before the Court on September 12, 2022, and the Debtor and Trustee’s use of cash collateral having continued through the date hereof by consent of the parties; and it appearing that granting the interim relief requested as and to the extent provided in

¹ Subsequent to entry of the Tenth Interim Order, on May 27, 2022, this Court entered its *Order Granting Motions to Appoint a Chapter 11 Trustee* [Dkt. No. 591]. On May 31, 2022, the United States Trustee filed his *Notice of Appointment of Chapter 11 Trustee* [Dkt. No. 592] and filed an application for the appointment of a Chapter 11 trustee [Dkt. No. 593], subject to Court approval. The Court entered its *Order Granting the Application for Appointment of Chapter 11 Trustee* [Dkt. No. 594] approving the appointment of Stephen S. Gray as Chapter 11 Trustee for the Debtor (the “Trustee”) on May 31, 2022.

this ~~eleventh~~twelfth interim order (the “~~Eleventh~~Twelfth Interim Order”) and entering this ~~Eleventh~~Twelfth Interim Order is necessary to avoid immediate and irreparable harm to the Debtor, its creditors and its estate pending the final hearing to be scheduled by the Court in accordance with paragraph ~~10~~13 of this ~~Eleventh~~Twelfth Interim Order (the “Final Hearing”) and otherwise is fair and reasonable and in the best interests of the Debtor, its estate and its creditors, and equity holders, and is essential for the continued operation of the Debtor’s business; and after due deliberation and consideration, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The request to use Cash Collateral is granted on a further interim basis solely in accordance with and subject to the terms and conditions of this ~~Eleventh~~Twelfth Interim Order and shall terminate on the earliest to occur of (the “Termination Date”): (i) ~~January~~March 31, 2023, unless such date is extended by the Lender or a further extension of authority is granted by the Court, (ii) the entry of an order of this Court terminating such authority; (iii) the dismissal of the chapter 11 case (the “Case”) or conversion to a case under chapter 7 of the Bankruptcy Code; ~~and~~ ~~(iv)~~(iv) if the Trustee or purchaser under the Sale (as defined below) terminates the purchase agreement and the Sale contemplated thereunder fails to close; and (v) the date that is five (5) days after the Lender provides a written notice of an Event of Default (the period during which the Trustee is authorized to use Cash Collateral pursuant to this ~~Eleventh~~Twelfth Interim Order being referred to as the “Interim Period”), except to the extent the Court has entered a further interim or final order authorizing the Trustee’s continued use of Cash Collateral beyond the Interim Period.

2. The Trustee may use the Cash Collateral during the Interim Period solely to pay the ordinary, necessary and reasonable expenses of operating the Williamsburg Hotel (the “Hotel”) that come due (and as they come due in the ordinary course of business) during the Interim Period solely in accordance with and subject to the budget attached hereto as **Exhibit 1** (as may be

amended or revised in accordance with the final sentence of this paragraph 2, the “Budget”), provided that payment of fees and expenses to the ~~Trustee’s professionals~~Trustee Professionals² shall be made in accordance with appropriate orders of the Court: and subject to paragraph 4 hereof. The Trustee’s ~~actual disbursements~~operation of the estate shall not ~~exceed 110% of the cumulative net cash flow~~result in actual Gross Departmental Profit being less than ninety-five percent (95%) of the Gross Departmental Profit projected on ~~a monthly basis~~the Budget for any month during the term of this Twelfth Interim Order, without the prior written consent of the Lender (the “Permitted Budget Variance”). For the avoidance of doubt, each of the Trustee Professionals are entitled to bill and collect strictly in accordance with the line item allocated to such firm on the Professional Accrual Schedule (as defined below), from which any Trustee Professional may deviate solely upon the prior written approval of the Lender. The Budget and any revisions or modification thereto shall be in form and substance acceptable to the Lender in its sole discretion.³

3. Pursuant to sections 361, 363(c)(2) and 363(e) of the Bankruptcy Code, the Lender is entitled to adequate protection to the extent that the imposition of the automatic stay under section 362 of the Bankruptcy Code, or any use, sale, lease, depreciation, or disposition of its collateral during the Interim Period results in a diminution in the value of its interests (to the extent valid, perfected and enforceable) in the collateral (including from the use of Cash Collateral) from

² As used herein, “Trustee Professionals” means (a) Togut, Segal & Segal LLP (the “Togut Firm”), CohnReznick LLP (“CohnReznick”), Fragomen, Del Rey, Bernsen & Loewy LLP (“Fragomen”), Garfunkel Wild, P.C. (“Garfunkel”), Cowan Liebowitz & Latman PC (“Cowan”), Bernstein Redo & Savitsky P.C. (“Bernstein”), A&G Realty Partners, LLC (“A&G”) and Eastdil Secured, L.L.C. (“Eastdil”) and any other professionals retained by the Trustee pursuant to an order of the Court.

³ The Trustee and the Lender have agreed to negotiate in good faith regarding the estate’s liquidity needs during the term of this Twelfth Interim Order through the closing of the Sale (as defined below).

and after the Petition Date (a “Diminution”). The Lender shall receive the following as adequate protection of such interests:

- (a) ***Adequate Protection Liens.*** To the extent of any Diminution, the Lender is hereby granted additional and replacement valid, binding, enforceable, non-avoidable, and automatically perfected postpetition security interests in and liens on (the “Adequate Protection Liens”), without the necessity of the execution by the Trustee (or recordation or other filing) of security agreements, control agreements, pledge agreements, financing statements, mortgages, or other similar documents, on all property, whether now owned or hereafter acquired or existing and wherever located, of the Debtor and the Debtor’s “estate” (as created pursuant to section 541(a) of the Bankruptcy Code), of any kind or nature whatsoever, real or personal, tangible or intangible, and now existing or hereafter acquired or created, including, without limitation, all cash, accounts, inventory, goods, contract rights, instruments, documents, chattel paper, patents, trademarks, copyrights, and licenses therefor, accounts receivable, receivables and receivables records, general intangibles, payment intangibles, tax or other refunds, insurance proceeds, letters of credit, contracts, owned real estate, real property leaseholds, fixtures, deposit accounts, commercial tort claims, securities accounts, instruments, investment, property, letter-of-credit rights, supporting obligations, machinery and equipment, real property, leases (and proceeds from the disposition thereof), other equity or ownership interests, including equity interests in any subsidiaries and non-wholly owned subsidiaries, money, investment property, and causes of action (including ~~causes of action arising other than, for purposes of this Eleventh Interim Order,~~ avoidance actions and the proceeds thereof), and all products, proceeds and supporting obligations of the foregoing, whether in existence on the Petition Date or thereafter created, acquired, or arising and wherever located (collectively, the “Postpetition Collateral”). The Adequate Protection Liens shall be junior only to: (A) the Lender’s prepetition liens, and (B) other unavoidable liens, if any, existing as of the Petition Date that are senior in priority to the Lender’s prepetition liens; *provided*, however, that the Adequate Protection Liens shall be subject to (w) ~~a \$10,000 carve-out for chapter 7 administration expenses to the extent necessary~~omitted, (x) the Debtor’s payment of fees incurred under 28 U.S.C. § 1930, and any other fees accrued, due and/or payable to the U.S. Trustee under applicable law through the closing of the Sale (as defined below), (y) statutory fees required to be paid to the Clerk of the Court, and (z) payment of fees to the Trustee and the ~~professionals of the~~ Trustee Professionals pursuant to order of the Court, ~~(and subject to the agreements provided for below on the payment of fees to the Trustee and Trustee Professionals as provided for herein)~~, accrued payroll, bonuses earned and payable under the *Order Authorizing the Implementation of a Non-Insider Employee Incentive Plan* [ECF No. 674], subject to a maximum amount of

~~\$750,000~~467,656.03 with respect to such bonuses, payroll taxes, and trust fund taxes, including, without limitation, sales, use, and hotel occupancy taxes (with respect to all such payroll and trust fund taxes, as and to the extent incurred by the Debtor and its estate after the May 31, 2022 appointment of the Trustee), and (z) the Litigation Funding Amount (as defined below), ((w) through (z), the “Carve-Out”). Notwithstanding the foregoing, if the Lender funds and agrees to the use of its cash collateral to pay obligations covered by the Carve-Out, the Lender shall be granted first priority, automatically perfected Adequate Protection Liens in all Post-Petition Collateral, plus the proceeds of any claims or causes of action held by the estate, including but not limited to under Chapter 5 of the Bankruptcy Code, in the amount so funded.

- (b) ***Superpriority Claim.*** To the extent provided by sections 503(b) and 507(b) of the Bankruptcy Code, the Lender is hereby granted an allowed administrative expense claim in the Case ahead of and senior to any and all other administrative expense claims in the Case, with the exception of the Carve-Out, to the extent of any Diminution (the “Superpriority Claim”).
- (c) ***Inspection Rights.*** In addition to any and all rights the Lender has under its prepetition loan documents (the “Prepetition Loan Documents”), upon reasonable notice, the Trustee shall permit representatives, agents and employees of the Lender to (i) have reasonable access to and inspect the Debtor’s assets (which access shall not unreasonably interfere with the Trustee’s operations at the Hotel), including without limitation the Hotel, the ballroom, the rooftop, the water tower, all kitchens and common areas and a reasonable number of unoccupied hotel rooms on the day of inspection and (ii) examine the Debtor’s books and records. The Trustee shall also maintain records regarding the sources and uses of all cash proceeds generated by the Debtor’s business (including without limitation the payment of all expenses pursuant to the Budget) and, upon request, in a timely fashion provide the Lender with access to, and copies of, all such records.
- (d) ***Reporting Rights.*** In addition to any and all rights the Lender has under the Prepetition Loan Documents, the Trustee shall, in addition to filing required operating reports, reasonably promptly ~~(but no later than after the dates set forth~~time periods below), ~~provide deliver to~~ the Lender ~~and counsel to the Lender with accurate current reporting of operating and financial information, including~~following:
 - ~~(i) — monthly forward booking reports for all revenue outlets (rooms, restaurant, banquet, etc.) due thirty (30) calendar days prior to the reporting month;~~
 - ~~(ii) — monthly bank statements due fifteen (15) business days following the end of the reporting month;~~

- ~~(iii) — monthly income statements due twenty (20) business days following the end of the reporting month;~~
- ~~(iv) — monthly prepaid revenue reports due twenty (20) business days following the end of the reporting month;~~
- ~~(v) — monthly accounts receivable reports due twenty (20) business days following the end of the reporting month;~~
- ~~(vi) — monthly accounts payable reports due twenty (20) business days following the end of the reporting month;~~
- ~~(vii) — monthly report of position by position personnel expense with compensation reports due twenty (20) business days following the end of the reporting month;~~
- ~~(viii) — monthly report of staffing changes with respect to “salaried” staff for each month with support due thirty (30) calendar days after the reporting month;~~
- ~~(ix)(i) — monthly forecast of real estate and other taxes due thirty (30) calendar days prior to the reporting month;~~
- ~~(x)(ii) — monthly STR Reports due twenty (20) business days following Trustee’s receipt of the report;~~
- ~~(xi) — monthly reports of (i) revenues, (ii) expenses, and (iii) budget variance comparing the Debtor’s actual expenses as compared to the Trustee’s budget projections, due (30) calendar days after the reporting month starting with the May reporting month; and~~
- ~~(xii) — copies of monthly operating reports required by the United States Trustee and copies of all other materials provided to the United States Trustee due within two (2) business days of providing such materials to the United States Trustee (collectively, the “Reports”).~~

The Lender reserves the rights to seek all other information available and reporting required or allowable under the loan documents and applicable law.

- (e) **Insurance.** The Trustee shall maintain all necessary insurance as required under the Prepetition Loan Documents, naming the Lender as a notice party and additional insured, and shall promptly provide the Lender with proofs of such insurance for the Hotel (including the Lender’s collateral) and copies of all documents related to any insurance premium financing arrangement the Debtor may have.

(f) ***Excess Cash Account.*** The Trustee shall deposit all cash it collects from the date of his appointment and pay expenditures from the Trustee's bank account established with Metropolitan Commercial Bank as depository (the "Trustee Bank Account") and shall maintain such cash in the Trustee Bank Account until further order of the Court. For the avoidance of doubt, the Lender's security interests in and liens on the Cash Collateral shall extend to the cash in the Trustee Bank Account, and such liens shall be automatically perfected without the need to execute any security or control agreements.

~~(g) ***Bankruptcy Case Milestones.*** The Trustee shall comply with the following milestones (the "Milestones"), which Milestones may not be modified without the prior written consent of the Lender:~~

~~(i) The Trustee shall file a motion, in a form and substance reasonably satisfactory to Lender, seeking the entry of an order establishing and approving bidding procedures for the sale of substantially all of the Debtor's assets (the "Sale"), which the Bankruptcy Court shall approve in an order in a form and substance reasonably satisfactory to Lender on or before October 31, 2022 (subject to the Bankruptcy Court's calendar);~~

~~(ii) On or before November 4, 2022 (subject to the Bankruptcy Court's calendar), the Trustee shall file a chapter 11 plan (the "Plan") and a disclosure statement for the Plan (the "Disclosure Statement"), in each case, in form and substance reasonably satisfactory to the Lender;~~

~~(iii) On or before November 18, 2022 (subject to the Bankruptcy Court's calendar), the Bankruptcy Court shall have entered an order, in form and substance reasonably satisfactory to the Lender, (a) conditionally approving the Disclosure Statement on a provisional basis and (b) approving the procedures related to confirmation of the Plan;~~

~~(iv) On or before December 23, 2022 (subject to the Bankruptcy Court's calendar), the Bankruptcy Court shall have entered one or more orders (a) approving the Sale, (b) approving the Disclosure Statement on a final basis, and (c) confirming the Plan, in each case, in form and substance reasonably satisfactory to the Lender; and~~

~~4. On or before December 31, 2022, the closing of the Sale, and the effective date of the Plan, shall have occurred.~~ Certain Matters Regarding the Trustee and the Trustee Professionals

(a) In connection with the Budget, the Trustee and the Trustee Professionals have agreed with the Lender to the deferral of payment of an aggregate

amount of \$1,900,109 of their fees and expenses otherwise payable under the Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses, entered on October 18, 2022 [ECF No. 744] (the “Interim Compensation Order”) and any other orders of the Court, along with any fees or expenses that are incurred or accrued in excess of any line item of the Professional Accrual Schedule (defined in Paragraph 4(c) below) and not approved in advance by Lender in writing, which shall be payable after the closing of the Sale from recoveries of estate assets not sold under the Sale Order (as defined below) (the “Deferred Fees”). This amount may be adjusted upon receipt by the estate of Excess Cash as set forth in Section 4(e) hereof.

- (b) The Trustee and Trustee Professionals shall be entitled to receive payment on account of their allowed administrative claims pursuant to appropriate order of the Court in amounts not greater than \$4,660,650 from proceeds of the sale closed under the Sale Order (the “Sale”).
- (c) The Trustee and Trustee Professionals have agreed to incur and accrue fees and expenses for services provided to the estate pursuant to the professional fee accrual schedule attached hereto as **Exhibit 2** (the “Professional Accrual Schedule”). The Trustee and Trustee Professionals shall not incur or accrue fees or expenses in excess of any line item on the Professional Accrual Schedule for any applicable month except as otherwise approved in advance by Lender in writing. The Trustee and Trustee Professionals shall inform the Lender of any anticipated overage of accrual of fees or expenses in excess of any projected monthly accrual on the Professional Accrual Schedule promptly after such excess becomes reasonably foreseeable but before they are incurred.
- (d) In accordance with paragraph 27 of the Order (A) Approving the Sale Free and Clear of All Liens, Claims, Interests, and Encumbrances; (B) Authorizing the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (C) Granting Related Relief, entered on January 26, 2023 [ECF No. 881] (the “Sale Order”), upon the Closing of the Sale (each as defined in the Sale Order), the Trustee is authorized to distribute all proceeds of the Sale to the Lender other than as necessary to pay accrued and outstanding amounts under the Budget and Professional Accrual Schedule or as otherwise agreed by the Lender, including any fees and expenses of the Trustee and Trustee Professionals payable under the Interim Compensation Order or any other orders of the Court other than the Deferred Fees.
- (e) The amount of the Deferred Fees contemplates a deferral of 20% of fees and expenses incurred and accrued by professionals of the Trustee (other than A&G and Eastdil) (the “Designated Professionals”) prior to the Closing of the Sale in the aggregate amount of \$672,304.20. To the extent that the performance of the Hotel would permit Lender to actually receive

proceeds at the closing of the Sale in excess of \$88,704,697, as projected by the Trustee and agreed to by Lender (such excess amounts referred to herein as the “Excess Cash”), then such Excess Cash may be escrowed at the closing of the Sale for payment to the Designated Professionals in a maximum amount of \$168,076.05 on account of their Deferred Fees and payable upon further order of the Court, such that the Deferred Fees incurred by the Designated Professionals shall be reduced to \$504,228.15, with any Excess Cash over such maximum amount being paid to Lender to reduce, as applicable, its secured claim or Senior Secured Amount as defined and allowed under the *Order Approving Settlement Agreement with Benefit Street Partners [Realty] Operating Partnership, L.P.* [Docket No. 753], or as otherwise provided by a confirmed Chapter 11 plan.

(v)(f) Notwithstanding anything to the contrary ordered by the Court or agreed to by Lender, the funding to be carved out of the Lender’s cash collateral solely to fund pursuit of estate causes of action under a confirmed Chapter 11 plan or such litigation efforts of a Chapter 7 trustee shall be \$150,000 (the “Litigation Funding Amount”), which shall be part of the Carve-Out hereinabove.

4.5. The following events shall each constitute an event of default hereunder (each, an “Event of Default”): (i) the Trustee’s failure to comply with any of the terms of this ~~Eleventh~~Twelfth Interim Order (including, without limitation, compliance with the Budget or meeting of a Milestone); (ii) the obtaining of credit or incurring of indebtedness outside of the ordinary course of business that is either secured by a security interest or lien that is equal or senior to any security interest or lien of the Lender or entitled to priority administrative status that is equal or senior to that granted to the Lender; and (iii) entry of an order by the Court granting relief from or modifying the automatic stay under section 362 of the Bankruptcy Code to allow a creditor to execute upon or enforce a lien or security interest in any collateral that would have a material adverse effect on the business, operations, property or assets of the Debtor.

5.6. The automatic stay is hereby modified solely to the extent necessary to permit the Trustee to take all actions necessary to implement this ~~Eleventh~~Twelfth Interim Order.

6.7. Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Lender hereunder is

insufficient to compensate for any Diminution. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by the Lender that the adequate protection granted herein does in fact adequately protect the Lender against any Diminution.

7.8. This ~~Eleventh~~Twelfth Interim Order is without prejudice to the rights of the Lender to seek a modification of this ~~Eleventh~~Twelfth Interim Order, including a request for additional adequate protection or the termination of the Trustee's right to use Cash Collateral, after notice and a hearing, including a hearing noticed on an emergency basis, or the Trustee's right to oppose such relief. The Lender has expressly reserved, and this ~~Eleventh~~Twelfth Interim Order is without prejudice to, any and all rights and remedies of the Lender, including as to the appropriateness of any adequate protection that may be proposed in connection with any authorization to use Cash Collateral after the Interim Period. The Trustee expressly reserves the right to seek the use of Cash Collateral beyond the Interim Period, and the Lender reserves the right to oppose such relief.

9. Except to the extent of the Carve-Out, no costs or expenses of administration of the Chapter 11 Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the Lender's collateral (including Cash Collateral) or the Lender pursuant to sections 506(c) or 105(a), or any similar principle of law or equity, without the prior written consent of the Lender, and no such consent shall be implied from any other action, inaction, or acquiescence by the Lender.

10. The Lender shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the Trustee shall not invoke the "equities of the case" exception under section 552(b) of the Bankruptcy Code with respect to the proceeds, products, offspring or profits of any of the Lender's prepetition collateral (including Cash Collateral).

~~8.11.~~ Notwithstanding applicability of any Bankruptcy Rules, the terms and conditions of this ~~Eleventh~~Twelfth Interim Order shall be immediately effective and enforceable upon its entry.

~~9.12.~~ The Court has and will retain jurisdiction to enforce this ~~Eleventh~~Twelfth Interim Order in accordance with its terms and to adjudicate any and all matters arising from or related to the interpretation or implementation of this ~~Eleventh~~Twelfth Interim Order.

~~10.13.~~ Counsel for the Trustee may contact the Court to schedule the Final Hearing with respect to the entry of a final order approving the use of Cash Collateral on a final basis (the “Final Order”). The Trustee shall file the proposed form of Final Order on the docket of the Chapter 11 Case in advance of the Final Hearing.

~~11.14.~~ Any party who wishes to attend the Final Hearing, which will be a Zoom.gov hearing, is required to make arrangements through <http://www.nysb.uscourts.gov/ecourt-appearances>.

Dated: _____, ~~2022~~2023
~~New York~~White Plains, New York

HONORABLE SEAN H. LANE
UNITED STATES BANKRUPTCY JUDGE